



St. Charles Parish
Meeting Agenda
Parish Council
Supplemental

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,
Terrell D. Wilson, William Billy Woodruff, Paul J. Hogan,
Larry Cochran, Traci A. Fletcher, Julia Fisher-Perrier

Monday, June 3, 2013	6:00 PM	Council Chambers, Courthouse
	Final	

SUPPLEMENTAL

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, June 17, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 2013-0206 (6/3/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and K V Enterprises, LLC (K V Landfill) for Storm Debris Disposal, Parish Project No. P130302.

Legislative History

6/3/13 Parish President Introduced

S* 10 2013-0207 (6/3/2013, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to repeal and replace Chapter 22.5, Article II, Taxicabs, to adopt new regulations for the issuance of Taxicab Licenses (Certificates of Public Need and Convenience) in St. Charles Parish.

Legislative History

6/3/13 Parish President Introduced

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2013-0206

**INTRODUCED BY: V. J. ST. PIERRE, JR, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and K V Enterprises, LLC (K V Landfill) for Storm Debris Disposal, Parish Project No. P130302.

WHEREAS, when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris removal and disposal operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

WHEREAS, St. Charles Parish issued a Request for Proposal for RECEIVE AND PROCESS STORM AND OTHER NATURAL DISASTER RELATED DEBRIS IN TYPE III LANDFILL in order to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised and proposals were received on May 9, 2013; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Award Criteria as set out in the RFP and it is recommended that the Contract for Storm Debris Disposal be awarded to K V Enterprises, LLC (K V Landfill).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Storm Debris Disposal by and between the Parish of St. Charles and K V Enterprises, LLC(K V Landfill) is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective immediately upon adoption.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

STORM DEBRIS DISPOSAL AGREEMENT

ST. CHARLES PARISH

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between **St. Charles Parish** ("Parish") and **K V Enterprises, LLC**, a Louisiana Corporation ("Contractor"), the operator of the K V Landfill ("Landfill").

WHEREAS, the contractor is the owner and operator of that property known as K V Landfill located at 5900 Highway 3127, Killona, La. 70057, St. Charles Parish; and,

WHEREAS, the contractor currently permitted to operate the Landfill pursuant to the Louisiana Department of Environmental Quality's approval and the approval of the St. Charles Parish Council; and,

WHEREAS, the Parish desires to satisfy its responsibility to assure the proper management and handling of Storm Generated Debris within its jurisdiction; and,

WHEREAS, the Contractor submitted the highest scoring proposal to provide the Parish with a properly permitted, environmentally secure location to dispose of non-hazardous Storm Generated Debris and the Parish has determined that accepting the proposal is in the best interest of the citizens of St. Charles Parish.

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the Parish and the Contractor do hereby agree as follows:

DEFINITIONS. The following items and phrases shall have the meanings set forth below:

- 1.1 **LDEQ** shall mean the Louisiana Department of Environmental Quality, and agency of the State of Louisiana, and any successor agency, including the U.S. Environmental Protection Agency if it assumes compliance, monitoring and enforcement function currently delegated to LDEQ.
- 1.2 **K V Landfill** shall mean the landfill owned and operated by the Contractor at its Site, 5900 Highway 3127, Killona, La. 70057, and operated pursuant to Permit No. P0355-R1 issued by LDEQ and any renewals or modifications thereof or successor permits.
- 1.3 **Cubic Yard** shall mean 27 cubic feet. In calculating cubic yards, the rated volume of a truck body shall be assumed as the actual volume of that truck body.
- 1.4 **EPA** shall mean the United States Environmental Protection Agency, or any successor agency.
- 1.5 **Excluded Waste** shall mean automobiles, tires (but only to the extent of disposal of tires that is prohibited under applicable Laws), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not comply with federal and state regulations and contractor's acceptance guidelines for treatment prior to disposal), materials which are radioactive, volatile, highly flammable, explosive or toxic, Hazardous Waste, or any other waste or material which is prohibited from disposal in the Landfill by Laws and by any of the terms and conditions of any permits, licenses, or approvals related to the K V Landfill and Contractor's operation of the same. Excluded waste shall also mean that waste which is suitable for a Type I or Type II facility, as defined by LDEQ regulations.
- 1.6 **FEES** shall mean the gate rates established by Contractor for the disposal of Storm Generated Debris at the K V Landfill, as annually adjusted as set forth herein.

- 1.7 **Force Majeure** shall mean any act, event or condition, which act, event or condition is without the fault and beyond the responsible control of Contractor or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, and act of public enemy, war, blockage, insurrection, riot, general arrest of restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, so long as labor practices do not precipitate or prolong the strike, work slowdown or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local courts, administrative agency or government office or body; (iv) so long as such is not caused by the fault of the Contractor, the denial, loss, suspension, expiration, termination, delay or failure of renewal of any permit, license or other, government approval required to operate (including, without limitation, those required to operate the Sanitary Landfill); (v) the federal, state, county or local law, rule, permit, regulation or ordinance after the date hereof applicable to the K V Landfill, Contractor or Contractor's affiliates; or (vi) if Contractor is for any reason (not a result of any act or omission on the part of Contractor) delayed or barred by governmental or judicial action for all or a significant percentage of the Fees, as may be from time to time adjusted, and any other payments that may become due and owing. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Landfill Site to accept waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all responsible steps to overcome the cause of cessation of service.
- 1.8 **Gate Fee** shall have the meaning set forth in Section 11.1 of this Agreement.
- 1.9 **Hazardous Waste** shall mean all waste defined or characterized as hazardous waste or hazardous substance by EPA or any other agency pursuant to the federal solid Waste Disposal Act (42 U.S.C. 6901 ff), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 ff) or solely for the purpose of this Agreement, as a toxic substance or mixture regulated pursuant to Section 6 of the Toxic Substances Control Act (15 U.S.C. 2601 et seq.) and all future amendments to any of the foregoing, and all regulation promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time, and all waste defined or characterized as a hazardous waste or hazardous substance by Louisiana Laws.
- 1.10 **Laws or Law** shall include valid and applicable federal, state, local statutes, ordinances, rules regulations, orders, decrees and permit conditions.
- 1.11 **Service Area** shall mean the geographic area composed of the specific Louisiana Parishes as set forth in the operating permit issued and administered by LDEQ with respect to the K V Landfill, including any future additions.
- 1.12 **Service Commencement Date** shall mean the Start Date in the Notice to Proceed given by the Parish for each Presidentially Declared Disaster. The Notice to Proceed will also include the End Date for that particular Presidentially Declared Disaster.
- 1.13 **Site** shall mean the geographic area encompassing the Landfill.
- 1.14 **Storm Generated Debris** shall mean only vegetative and construction and demolition debris generated by storms and other natural disasters suitable for a Type III facility, as defined by LDEQ regulations. Storm generated debris does not include any excluded waste or special waste as defined herein.
- 1.15 **Special Waste** shall mean those waste requiring specific processing, handling or disposal techniques as determined necessary by LDEQ which are different from the techniques normally utilized for handling or disposal of municipal solid waste. Examples of such waste types include, but are not limited: mining waste, fly ash; bottom ash; sludges; drilling fluids and drill cutting; asbestos; industrial waste; liquid waste; large dead animals and residue, or medical waste.

- 1.16 **State** shall mean the State of Louisiana.
- 1.17 **Subtitle D** shall mean 4 CFR, Part 258, as promulgated by EPA and published in the Federal Register at 56 Fed. Reg. 50978 on October 9, 1991, and corresponding LDEQ regulations, as may from time to time be revised by EPA and/or LDEQ.
- 1.18 **Ton** shall mean 2,000 pounds.
- 1.19 To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary landfills and that are defined in the LDEQ Solid Waste Regulation, as amended, shall have the respective meaning as defined in said act.

2. **SCOPE OF WORK**

- 2.1 **General**. As of the Service Commencement Date, Contractor agrees to furnish all labor, material, equipment and land for the disposal of Storm Generated Debris. All costs of the landfill operation will be borne by the Contractor. Subject to the terms and conditions of this Agreement, the Contractor shall provide to the Parish disposal of Storm Generated Debris generated within the jurisdiction of the Parish, and delivered by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish.
- 2.2 **Operation and Maintenance Responsibilities**. The Contractor, shall at its sole cost and expense, furnish all labor and material, equipment and land necessary to operate and maintain in good, clean and orderly condition consistent with the normal operation of a landfill and shall comply with all legally enforceable requirements imposed by regulatory agencies.
- 2.3 **Disposal**. Subject to the terms and conditions of the Agreement, Contractor shall at the K V Landfill provide to the Parish disposal services for all Storm Generated Debris within the Parish.
- 2.4 Contractor acknowledges its responsibility to comply with the closure and post-closure requirements established by LDEQ and EPA for the K V Landfill and agrees to perform and pay for the same.
3. **TERM**. The term of this Agreement shall begin on the Agreement Date page 1, and shall terminate on **December 31, 2016**.
4. **HOURS**. Subject to (i) Force Majeure and (ii) temporary closing due to inclement weather, equipment problems, safety concerns and similar events beyond Contract's reasonable control, the K V Landfill shall be open between the hours of 6:00 A.M. to 7:00 P.M., local time, Monday through Sunday, excepting holidays.
5. **HOLIDAYS**. The following shall be holidays for the purpose of this Contract:
- New Years' Day Independence Day Christmas Day
- Mardi Gras Day Labor Day
- Memorial Day Thanksgiving Day
- The Contractor may decide not to observe any of these holidays.
6. **APPLICABLE LAWS**. The Contractor and the Parish shall comply, in all material respects, with all Laws applicable to this Contract. The parties to this contract agree that the Laws of the State of Louisiana shall govern the validity, construction, interpretation and effect of this contract.

7. JURISDICTION.

- 7.1 The Request for Proposals and any resulting Contract shall be governed by the Laws of the State of Louisiana.
- 7.2 **Exclusive Jurisdiction and Venue:** For all claims arising out of or related to this agreement, the Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the Contractor's residence or right to federal court based upon diversity of citizenship.

8. OPERATION STANDARDS.

- 8.1 **Permits.** The Contractor shall use its reasonable best efforts to maintain all necessary permits, licenses and approvals required by all governmental entities having jurisdiction over the Landfill to operate same in accordance with the terms and conditions of this Agreement.
- 8.2 **Operation of the Sanitary Landfill.** Nothing in Agreement shall be construed as giving to the Parish or any other person or entity the right to exercise control over the business or operation of the Contractor (including, without limitation the operation of the Landfill) or to direct in any respect the manner in which Contractor's business and operations (including, but not without limitation, the operation of the Landfill) are conducted. Contractor shall have full, complete, and sole discretion and control over all aspects of the operation of the Landfill.

9. INSURANCE.

- 9.1 The Contractor shall obtain the following types of insurance naming the Parish as an additional insured, in at least the limits specified below:
- | | |
|-------------------------------|---|
| 9.1.1 General Liability: | \$1,000,000 per each occurrence; |
| 9.1.2 Automobile Liability: | \$500,000 bodily injury and property damage, combined single limit per each occurrence; |
| 9.1.3 Property Damage: | \$500,000 each occurrence; |
| 9.1.4 Workmen's Compensation: | Statutory; |
- 9.2 Provided, however, that in all events the Contractor shall meet the financial requirements for landfill operations, landfill closure, landfill post-closure card, and any other financial requirements related to landfill operation established by LDEQ and/or EPA.
- 9.3 All policies evidencing the insurance required by the terms of the preceding paragraph shall be acquired and maintained in generally recognized responsible insurance companies, admitted to do business in and qualified under the laws of the State of Louisiana and may be written with co-insurance provisions and deductible amounts comparable to those applicable to similar policies carried by persons engaged in businesses of like size and type as the Contractor with respect to properties similar to the K V Landfill.
- 9.4 The Contractor may self-insure for all or any part of the above coverages with the prior written consent of the Parish, which consent shall not be unreasonably withheld.
- 9.5 Any policies required by this Agreement may be contained in blanket policies.
- 9.6 The Contractor shall comply with the provisions of all applicable Worker's Compensation Laws. The Contractor shall supply or cause to be supplied to the Parish certificates of insurance evidencing such coverage as described herein.

- 9.7 The Contractor shall defend, indemnify and save harmless the Parish and its officers, agents, employees and those to whom it has contracted for collection services from and against any and all claims, demands, liability, penalties, damages, expenses and judgments of any nature directly caused and arising out of the contractor's operations of the Disposal Site, or failure to perform services in accordance with this Agreement or under CERLA or RCRA or equivalent state or local law.
- 9.8 For all purposes under Louisiana Law, St. Charles Parish is recognized as the statutory employer of K V Enterprises, LLC.

10. LANDFILL RULES AND REGULATIONS.

- 10.1 The Contractor shall have the right to establish other reasonable rules, regulations, standards and policies necessary, appropriate or desirable for the operation of the Landfill, including regulations concerning access, safety, operation and types of substances to be deposited in the Landfill; provided that nothing herein shall permit the Contractor to establish or change any rule, regulation, standard or policy established in this Agreement to allow Hazardous Waste to be disposed of at the Landfill.
- 10.2 All rules, regulations, and policies established by the Contractor shall be delivered to the appropriate offices of the Parish. Provided, however that non-receipt by the Parish of such rules, regulations or policies shall not act the validity or effectiveness of the same.
- 10.3 When entering the Site or delivering Storm Generated Debris to the Landfill, the Parish and its officials, agents, employees and contracted haulers shall comply with all rules, regulations, standards and policies established by the Contractor or otherwise applicable to the Landfill.

11. COMPENSATION AND BILLING.

- 11.1 The Gate Fee for the Storm Generated Debris generated within the Parish, whether collected by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish and delivered to the Landfill shall be at the rates of **\$2.75 per cubic yard for vegetative debris and \$2.75 per cubic yard for construction and demolition debris**, both rates inclusive of the handling, storage, reduction of the Storm Generated Debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and final disposal.
- 11.2 For each load of Storm Generated Debris delivered to the Landfill, the Contractor shall verify the volume thereof determined by the Parish or its agent, as appropriate, and shall compute the applicable Gate Fee, and shall give a copy of the receipt to the Parish or its agent and shall maintain a copy of such receipt.
- 11.3 The Gate Fee shall be adjusted upward or downward on **January 1, 2014** and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before (90) days prior to January 1, 2014 and each succeeding year thereafter the Contractor shall compute the most recent percent increase or decrease in the CPI which is then available and the gate fee, as previously adjusted, shall be further adjusted. The Contractor shall furnish the Parish at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the fee for any one year exceed seven (7%) percent. The gate fee, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2014, and each year thereafter.

12. **NOTICES.**

12.1 Notices of conditions or situations affecting the work to be performed under this Agreement shall be given in writing between designated personnel of the Contractor, and the Parish.

12.2 All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below:

12.2.1 If to the Contractor: K V Enterprises, LLC
5900 Highway 3127
Killona, La. 70057

12.2.2 If to the Parish: Director
St. Charles Parish Dept. of Public Works
100 River Oaks Dr.
Destrehan, La. 70047

13. **WASTE OWNERSHIP.** The Parish agrees that all Storm Generated Debris deposited into the Landfill shall be the property of the Contractor.

14. **DISPOSAL RIGHTS.** The Parish shall cause all Storm Generated Debris collected through the Parish's Disaster Debris Removal under jurisdiction of its governing authority to be disposed of at K V Landfill.

15. **DISPOSAL BY OTHER PARTIES.** No other parties than the Parish, in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish will be allowed to dispose of Storm Generated Debris at the Landfill under this Agreement.

16. **RIGHT OF INSPECTION AND AUDIT.** The Parish agrees that the Contractor has the authority to inspect any vehicle, load or volume of waste brought to the Landfill for violations of Laws or violations of this Agreement. It shall be the responsibility of the transporter to manage the rejected load in a prudent and legal manner. The Parish shall have the right to inspect and copy (at its expense) at any reasonable time those records of Contractor, which relate to the Parish.

17. **HAZARDOUS AND INFECTIOUS WASTE.** The parties hereto agree that the Landfill will not be licensed, permitted or intended for the disposition of Hazardous Waste OR Infectious Waste. The Contractor agrees that it will not accept any hazardous waste or any substances prohibited from disposition in sanitary landfills by Law.

18. **CONTRACTOR'S STATUS.** Contractor is an independent contractor and not any agent or representative of the Parish.

19. **LDEQ PERMIT.** Contractor agrees to use its due diligence to maintain all necessary permits or approvals required by Law for the operation of the Landfill.

20. **ATTORNEY'S FEES.** If, as result of a breach or default hereunder, any party hereto shall be caused to employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant, or agreement contained in this Agreement, the non-prevailing party shall pay such other party reasonable attorney's fees and other reasonable expenses so incurred.

21. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
23. **REPRESENTATIONS.**
- 23.1 The Parish makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
- 23.1.1 It has been granted by statute the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder; and
- 23.2 The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
- 23.2.1 The Contractor is a corporation organized under the laws of the State of Louisiana and qualified to do business in the State of Louisiana, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement; and
- 23.2.2 The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.
24. **NON-DISCRIMINATION.** The Contractor shall not discriminate against any person because of race, sex, creed, color, aged, religion or national origin.
25. **ENTIRE AGREEMENT: EFFECTIVE DATE.**
- 25.1 This Agreement contains the entire Agreement of the parties and supersedes all prior negotiations, agreements and oral understandings, if any, between the parties hereto. The terms and conditions of the proposal submitted by the Contractor in Exhibit A are incorporated herein by reference. The Compliance Provisions for Federally Assisted Contracts and Subcontracts in Exhibit B are incorporated herein by reference. Any amendments to this Agreement must be reduced to writing and duly signed by each party to this Agreement.
- 25.2 This Agreement becomes effective on the Agreement Date page 1, and shall be binding upon and shall inure to the benefit of the Parish and the Contractor, and the Contractor's successors and assigns.
26. **TERMINATION**
- 26.1 **Termination for Cause.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
- 26.2 **Termination for Convenience.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
- 26.3 **Termination for Orders issued by Governmental Agencies or Courts.** If a governmental agency with jurisdiction over the scope of services to be provided herein, or a court suspends or terminates the PARISH's authority to issue Work Orders for reasons beyond the control of the PARISH, then the contract shall be suspended or terminated.
- 26.4 **Payment following Termination.** The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Contract.

Witnesses:

Chandra Samy 0

Witnesses:

K V ENTERPRISES, LLC

By:

Wade P. Scott

Wade P. Scott
Partner/Manager

ST. CHARLES PARISH

By:

V.J. St. Pierre, Jr.
Parish President

2013-0207

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. _____

An ordinance to repeal and replace Chapter 22.5, Article II, Taxicabs, to adopt new regulations for the issuance of Taxicab Licenses (Certificates of Public Need and Convenience) in St. Charles Parish.

WHEREAS, St Charles Parish is authorized to regulate taxicabs by Louisiana Revised Statute 33:4792 and Chapter 22.5 of the Code of Ordinances; and,

WHEREAS, the Parish Council desires to revise regulations affecting private for hire vehicles to provide safe and efficient means of travel for parish residents; and,

WHEREAS, surrounding jurisdictions in the region have undergone significant regulatory reform regarding taxicabs; and,

WHEREAS, the Parish Council recognized the need for similar reform and enacted a moratorium on the issuance of new CPNCs; and,

WHEREAS, said moratorium expires on June 30, 2013; and,

WHEREAS, the surrounding jurisdictions and the Louis Armstrong New Orleans International Airport have completed regulatory reforms and have adopted new taxicab regulations; and,

WHEREAS, the Parish Council wishes to adopt new taxicab regulations that are consistent with those of Louis Armstrong New Orleans International Airport and surrounding jurisdictions.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

Section I. That the St. Charles Parish Code, Chapter 22.5, Article II, Taxicabs, is hereby repealed in total and replaced with the following:

Sec. 22.5-16. Definitions.

The following words and phrases when used in this article shall have the meanings as set out herein:

Accessible taxicab (AT) means any vehicle that accommodates a passenger using a wheelchair or other personal mobility device that need a ramp or list to enter or exit the vehicle. Such vehicle must comply with the provisions in 49 CFR Part 38.1-38.39. Such vehicle shall operate at rates-per-mile or on a waiting-time basis, or both. ATs are identified as a minivan or similar vehicle specially adapted with rear or side access ramps for wheelchair users, which is also equipped with a taximeter, and which prioritizes requests for service from people with disabilities and/or wheelchair users for purposes of transportation over and along the public streets, not over a defined route but, as to the route and destination, in accordance with and under the direction of the passenger or person hiring such vehicle.

Certificate of public necessity and convenience, CPNC, permits an individual to engage in for-hire vehicular transportation in order to fill a public need.

Driver includes every person in actual operation of a vehicle licensed for operation as a for hire vehicle.

Driver's permit means the permit granted by the Sheriff authorizing an individual to drive a vehicle that bears a valid CPNC number.

For hire vehicle means any vehicle used for the transportation of passengers for hire, the charges for the use of which are determined by agreement or by the length of time for which the motor vehicle is engaged. Public transportation vehicles are not considered for hire vehicles.

Manifest means a daily record prepared by a taxicab driver of all trips made by the driver showing time and place of origin, destination, number of passengers and the amount of fare of each trip.

Narcotic drugs includes "coca" leaves, opium, cannabis, marijuana, isonipecaine and every synthetic substance known to have narcotic action. Including all drugs controlled under R. S. 40:961 et seq. the Uniform Controlled Dangerous Substances Law.

Owner means any person, firm, partnership or corporation that is the legal registered owner of vehicles defined in this section.

Parish means the Parish of St. Charles, the parish council or the appropriate department designated by the parish president for the administration and enforcement of the provisions of this article. Such department shall make any administrative regulations, which may be necessary to implement or administer the provisions of this article.

Person includes any individual, corporation, partnership, company or association owning, driving, controlling or operating any for hire vehicle as defined in this article and regulated by this chapter.

Street means any public street, avenue, road, boulevard, alley, lane, highway, drive, public park, railroad station, depot, airport, ferry landing, or any other public place under control of the parish which is used regularly or may be used by taxi cabs to pick up or discharge passengers.

Taxicab or taxi means any motor vehicle used for the transportation of passengers for hire not operated on a fixed route to a destination that is controlled by the passenger or passengers.

Taxicab inspection station means the location of the required examination of the vehicles to be operated as taxicabs to determine that such vehicles are safe and in satisfactory condition.

Taximeter means an instrument or device attached to a taxicab which measures the distance driven and/or the waiting time, both upon which the fare may be based.

Sec. 22.5-17. CPNC's and Driver's permits are privileges

Driver's permits and CPNC's are privileges and not rights. The issuing entity shall have full discretion in determining whether or not a driver's permit or CPNC shall be issued.

Sec. 22.5-18. CPNC required.

- (a) No person shall operate or permit a taxicab owned or controlled by him to be operated as a vehicle for hire upon the streets of the parish without having first obtained a CPNC from the Parish, St. Charles Parish Planning and Zoning Department.
- (b) No agent or employee of any business or corporation shall solicit a taxicab that does not have a St. Charles Parish CPNC to pick up a fare or originate a trip in St. Charles Parish.
- (c) Taxicabs authorized to operate in any other parish, or in any political subdivision thereof, may transport passengers from such parish, or subdivision thereof, to a destination within or beyond St. Charles Parish.

Sec. 22.5-19. Limitation on number of CPNCs

- (a) Public necessity and convenience shall determine the requirements of a certificate. The CPNC sticker shall be affixed to the windshield of the vehicle.
- (b) No person or for-hire company shall be issued more than one (1) CPNC unless authorized as a private for-hire company by resolution of the Parish Council.

Sec. 22.5-20. Application for CPNC

All applicants must apply to the Planning Department for a CPNC by completing an application. Any applications not completed in full shall be returned as incomplete.

Sec. 22.5-21. Domicile requirement

An applicant for a CPNC must have resided in St Charles Parish, or a contiguous parish, for the past six (6) months, and presently reside in this parish, or a contiguous parish.

Sec. 22.5-22. Liability insurance required

No CPNC shall be issued or continued unless the owner has presented proof of possession of a valid insurance certificate containing an endorsement that the policy is issued to comply with provisions of the Public Passenger Motor Vehicle Responsibility Law, La. R.S. 45:200.1 *et seq.* Cancellation of the policy will not be effective as to injured parties unless the parish has been given notice ten (10) days prior of cancellation or lapse.

Sec. 22.5-23. Taxicab inspection requirements

Inspections shall ensure that a taxicab meets the minimum criteria to obtain a permit or decal to operate at Louis Armstrong New Orleans International Airport. Re-inspections are required on a semiannual basis. Failure to provide required semiannual inspection report to the Parish may result in revocation or suspension of CPNC.

Sec. 22.5-24. Taxicab inspection stations.

All taxicabs shall be required to be inspected at a station approved by the Louis Armstrong New Orleans International Airport.

Sec. 22.5-25. Designation of taxicabs.

- (a) Taxicab owners or drivers operating under one (1) trade name shall be considered independent taxicabs. The trade name shall be registered with the parish on an occupational license.
- (b) Each taxicab shall bear on front, rear and both sides the CPNC number not less than three (3) inches in height and one-half inch in vertical strokes.
- (c) No vehicle regulated by this article whose color scheme, identifying design, monogram or insignia used on a vehicle or vehicles already operating under the article shall be approved.
- (d) No vehicle or vehicles shall change color scheme, designs, etc., to imitate other taxicabs in such a manner as to be misleading or to deceive the public.

Sec. 22.5-26. Fee for CPNC

- (a) No CPNC shall be issued or continued unless the holder has paid an annual certificate fee of fifty dollars (\$50.00).

Sec. 22.5-27. Transfer of CPNC

No CPNC may be sold, mortgaged or transferred.

Sec. 22.5-28. Replacement of vehicles.

The holder of a CPNC shall be ordered by the parish to replace his taxicab where it appears that the taxicab no longer meets the standards of safe operation prescribed by the parish. Upon failure of the owner to comply with any such order within one hundred twenty (120) days after service thereof, the CPNC shall be revoked.

Sec. 22.5-29. Renewal and expired CPNCs

Each CPNC in good standing shall be renewable during a two-month period beginning with the first day of December of the year of expiration and extending through the last day of January of the year for which renewal is sought, subject to payment of \$25, provided all other requirements of this article are met. Failure to renew a CPNC by January 31st shall constitute a new application.

Sec. 22.5-30. Passengers' rights notice.

Every taxicab shall display on the back of the front seat the following notice:

As a passenger in a St. Charles Parish For-Hire Vehicle, you should note the CPNC (Certificate of Public Necessity and Convenience) number of this for-hire vehicle and be aware that you are entitled to the following:

1. A clean vehicle in good condition (interior, exterior and trunk compartments);
2. A safe, well-maintained taxi with operating heat and air conditioning turned on/off at your request;
3. A clean and noise-free environment;
4. Working seat belts for all passengers;
5. Be accompanied by a service animal;
6. A driver who speaks and understands English and is knowledgeable of the Parish streets;
7. A driver who maintains a neat and well groomed appearance and operates in a professional and courteous manner;
8. A safe driver who obeys all traffic laws;
9. A driver who limits the use of mobile phone devices while driving and complies with RS 32:300.5, which prohibits text messaging while operating a motor vehicle;
10. Be transported to a destination by means of the most direct efficient route; or, direct the driver to the destination by providing the route;
11. Pay for the transportation based exclusively on an operating taximeter;
12. Upon request, receive a completed receipt which includes the cab number, company name, driver's name, pick up location, destination and fare;
13. An explanation of any fare charged;
14. Decline to tip for poor service and choose to tip for good service;
15. Any compliment or concern should be referred to the CPNC authorizing department (985-783-5060).

The Planning and Zoning Department will provide each driver with a copy of such notice of passenger rights with the CPNC number listed.

Sec. 22.5-31. Taxicab driver's permit.

No person shall operate a taxicab for-hire upon the streets of the parish unless the driver has obtained a valid taxicab driver's permit issued under the provisions of this article.

Sec. 22.5-32. Application for driver's permit.

(a) Applications shall be filed with the sheriff's office on forms provided thereof and shall be completed in full. Each application shall be accompanied by a health certificate certified by a doctor approved by the parish and no more than fourteen (14) consecutive days since issuance stating the applicant is not inflicted with any disease that might make him an unsafe driver nor is he addicted to drugs or narcotics.

(b) Applicants must have in their possession a current chauffeur's license issued by the State of Louisiana.

(c) Applicants must possess and demonstrate knowledge as to the layout of streets in the area in which he is to be operating.

(d) Photographs and fingerprints. Each applicant for a driver's permit shall submit photographs according to the requirements for identification established by the parish and shall submit to being fingerprinted.

(e) Age and literacy. Applicants for a driver's permit must be eighteen (18) years of age and must be able to read and write English. In the case of a partnership or a corporation, such provisions shall be satisfied by the qualification of a principal partner or duly registered officer respectively.

(f) **Citizenship and residency.**

(1) **Citizenship:** An applicant for a driver's permit must be a citizen of the United States. Proof of citizenship shall be submitted by the applicant at the time the application is made.

(2) **Residency:** An applicant for a driver's permit must currently reside in this parish and/or a contiguous parish for a period of greater than six (6) months. Should the applicant reside in a contiguous parish a duly designated agent for the service for process must be provided to the parish.

(3) **Organization:** If the applicant is a corporation or partnership, the above requirements for a driver's permit shall be satisfied by the qualification of all duly registered officers of the corporation or principal partners of the partnership.

(g) **Notification of change of address.** It shall be the responsibility of each driver to notify the Sheriff of each change of address within seventy-two (72) hours after such change is made and to have such change indicated on his driver's permit.

(h) The sheriff's office shall approve or reject the application. If rejected, the applicant may request a personal appearance to offer evidence why his application shall be reconsidered. Upon approval of an application for the taxicab driver's permit, the parish shall issue a permit, which shall bear the name, address, race, sex, date of birth, color of hair, color of eyes, weight, and photo of applicant.

Sec. 22.5-33. Fee required for taxicab driver's permit.

Every applicant for a taxicab driver's permit, or renewal thereof, shall pay a fee of forty dollars (\$40.00). A duplicate permit shall be issued for a fee of twenty dollars (\$20.00).

Sec. 22.5-34. Renewal of driver's taxicab permit.

Every taxicab driver's permit in good standing shall be renewed every two (2) years and during a two-month period beginning with the first day of December of the year of expiration and extending through the last day of January of the year for which renewal is sought upon application and payment of the required fee to the parish.

Sec. 22.5-35. Expired driver's permit.

Failure to make timely application for renewal of a driver's permit shall result in the payment of a delinquent fee of twenty dollars (\$20.00). If the permit has been expired for a period of more than three (3) months, the permit shall be considered abandoned and the driver shall be considered a new applicant. If the failure to make timely application is attributable to the fact that the applicant has had no occasion to operate a taxicab or engage in other operations for which a taxicab driver's permit is required since the expiration date, then the additional fee shall be waived upon the filing of an affidavit by the applicant to evidence this fact.

Sec. 22.5-36. Display of permit.

Every driver approved under this article shall display his taxicab driver's permit as to be in full view of passengers while such vehicle is for hire.

Sec. 22.5-37. Manifests (trip sheets).

Every driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare. All such manifests shall be returned to the owner by the driver at the conclusion of his tour of duty. The forms for each manifest shall be furnished to the driver by the owner and shall be approved by the parish. Every holder of a CPNC shall retain and preserve all drivers' manifests for a period of six (6) months, and the manifests shall be available to the parish.

Sec. 22.5-38. Service contract reports.

It shall be mandatory for all holders of CPNC's to file with the parish copies of all contracts, agreements, arrangements or other forms of contracts with annual gross receipts relating to the furnishing of taxicab standards or cab service to any hotel, motel, hospital, business place or place of public gathering, whether such arrangement is made with any corporation, firm or association with which the holder may be interested or connected.

Sec. 22.5-39. Rates of fare and rate cards.

It shall be unlawful for any person to ask, demand or collect any rate of fare other than as specified herein for use of a taxicab; and it shall be unlawful for any passenger of any vehicle to refuse to pay the driver thereof the legal rate charged pursuant to the provisions of this section.

(a) **Rates and Charges to Be Posted:** The owner of each vehicle regulated by the provisions of this article shall post therein the rates and charges specified herein which are applicable to the vehicle, and it shall be unlawful for any person to operate same unless the rates and charges are posted as prescribed in this section. The rates and charges specified in this section shall be printed in legible type on a card or sticker not less than four (4) inches by seven (7) inches, shall be posted in a conspicuous place in

the side rear windows of the vehicle facing in, and shall be so arranged that passengers can readily determine the exact rate of fare and charges payable by them.

(b) **Meter Fare for Taxicabs**

(1) **Minimum fare:** The minimum meter fare shall be two dollars and fifty cents (\$2.50) which shall entitle the passenger to be transported any distance less than one-eighth mile; and the total meter fare shall include an additional twenty cents (\$0.20) for each additional, one-eighth or incomplete fraction thereof, that the passenger is transported, providing that whenever the speed of the taxicab is less than the rate of one-fifth mile per forty (40) seconds, mileage shall be computed at the rate of one-fifth mile per forty (40) seconds. There shall be an additional charge of one dollar (\$1.00) per passenger after one passenger on all regular taxi trips.

(2) **Personalized service:** Whenever a taxicab driver is called upon to render a time-consuming, personalized service, beyond his normal transportation of passengers, the minimum fare shall be, six dollars (\$6.00) or the meter fare, whichever is greater. Unless an agreement to this charge has been reached between the parties prior to the trip, there shall be no additional charge to the passenger.

(c) **Taxicab Hourly Rate:** Whenever a taxicab is chartered by the hour, such arrangement shall be made between the driver and passenger at the start of the charter trip, and the rate thereof shall be, thirty dollars (\$30.00) per hour minimum of two (2) hours.

(d) **Taxicab Rates for Additional Passengers:** An additional charge one dollar (\$1.00) per person for all passengers over one (1) shall be charged.

(e) **Airport rates:** The taxicab rate to or from New Orleans International Airport (Moisant Field) shall be eighteen dollars (\$18.00) or the meter fare, whichever is greater, unless an agreement to this charge has been reached between the parties prior to the trip.

(f) **Fare Receipt to Be Furnished on Request:** Upon request, the driver of any taxicab shall furnish the passenger with a receipt showing the date, origin and destination of trip, amount of fare, CPNC number, and the driver's name.

(g) **Taximeters** shall be subject to inspection by the sheriff's office without charge, upon complaint. Any person designated by the sheriff's office is authorized to inspect any meter and, upon discovery of any inaccuracy, shall notify the person operating the taxicab to cease operation until the taximeter is repaired and in required working condition

Sec. 22.5-40. Accessible Taxicab (AT) CPNC reciprocity.

Only for the transport of a disabled passenger shall an accessible taxicab licensed in contiguous jurisdictions be allowed to originate a fare in St. Charles Parish. Fares shall be subject to rates listed in this chapter.

Sec. 22.5-41. Authority to establish rules and regulations.

The planning and zoning department and the sheriff are hereby authorized to establish rules and regulations to govern all drivers or owners and to carry out the provisions of this article.

Sec. 22.5-42. Failure to comply with any parish, state and federal laws.

Every driver failing to comply with parish, state or federal laws, in such a manner which would reflect unfavorably on his fitness of driving a taxicab, or who fails to pay the annual driver's permit fee, shall have his permit suspended or revoked and be considered as in violation of this article.

(a) The parish is hereby given authority to suspend for a period not exceeding ninety (90) days or to revoke, pursuant to the applicable procedure, any driver's permit or CPNC for due cause whenever the party has to his discredit one of the following:

- (1) Conviction in any court of any offense involving moral turpitude;
- (2) Conviction in any court for violating any of the disqualifying provisions of this article;
- (3) Finding by the parish that the holder of the permit or CPNC has failed to comply with the provisions of this article;
- (4) A combination of convictions in any court and/or suspensions totaling five (5) within one (1) year;
- (5) Operation of a vehicle regulated by the provisions of this article when the operator's permit is under suspension; or
- (6) Investigation by the parish revealing that the permit holder falsified or concealed information which would have disqualified the applicant as a recipient of a permit under this article.

(b) A driver's permit shall also be suspended or revoked for due cause whenever the party has to his discredit one of the following:

- (1) Conviction in any court for drunken driving; or
- (2) Five (5) or more moving violation convictions or three (3) or more convictions of moving violations within a period of twelve (12) months.

Sec. 22.5-43. Suspension and revocation.

The Sheriff may suspend or revoke any driver's permit and the Planning Department may suspend or revoke any CPNC if the holder has failed to comply with any of the provisions of this article. Upon suspension or revocation of a driver's permit or CPNC a written notice shall be sent via certified mail.

Sec. 22.5-44. Enforcement and Penalty.

a) The Sheriff, as chief law enforcement officer, is responsible for watching and observing the conduct of holders of CPNCs and drivers permits operating under this article. The sheriff's office shall be responsible to apprehend all violators of any of the terms of this article, and shall submit a record of all arrests and charges concerning operators or owners of taxicabs to the parish Planning Director for their records.

b) The provisions of this article shall be enforced by the sheriff's office. The parish shall recommend the size of fines, and the 29th Judicial District Court shall handle such fines. All fines for taxicab violations shall be collected by the sheriff's office and turned over to the parish.

c) Any person who shall permit another to operate or who shall knowingly operate or offer to operate for hire any vehicle as a taxicab in the parish without first having obtained an appropriate CPNC shall be guilty of a violation hereof and upon conviction shall be punished by a fine not exceeding one hundred dollars (\$100.00) or imprisonment for a term not exceeding thirty (30) days, or both; each day shall constitute a new violation.

d) Any person not having been duly designated as a driver, or any person whose driver's permit has been revoked or suspended and who, during the time of such revocation or suspension, drives or operates for hire, a taxicab in the parish, shall be guilty of a violation hereof and upon conviction shall be punished by a fine not exceeding one hundred dollars (\$100.00) or imprisonment for a term not exceeding thirty (30) days, or both; each day shall constitute a new violation.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____